

ASSERT AND PROTECT YOUR RIGHTS AS A MEMBER OF THE ARMED FORCES OF THE UNITED STATES. IF YOU ARE OR YOUR SPOUSE IS SERVING ON ACTIVE MILITARY DUTY, INCLUDING ACTIVE MILITARY DUTY AS A MEMBER OF THE TEXAS NATIONAL GUARD OR THE NATIONAL GUARD OF ANOTHER STATE OR AS A MEMBER OF A RESERVE COMPONENT OF THE ARMED FORCES OF THE UNITED STATES, PLEASE SEND WRITTEN NOTICE OF THE ACTIVE DUTY MILITARY SERVICE TO THE SENDER OF THIS NOTICE IMMEDIATELY.

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

**STATE OF TEXAS §
 §
COUNTY OF HARRIS §**

Date: December 10, 2024

Borrower: **RIVERWAY HOLDINGS, L.P. and SOUTH POST OAK HOLDINGS, L.P.**, each a Texas limited partnership, as tenants-in-common

Borrower's Address: c/o Unilev Management Corp.
7500 San Felipe, Suite 725
Houston, Texas 77063
Attn: Janet O. Sanford

Holder: **COMM 2015-CCRE22 RIVERWAY, LLC**,
a Delaware limited liability company

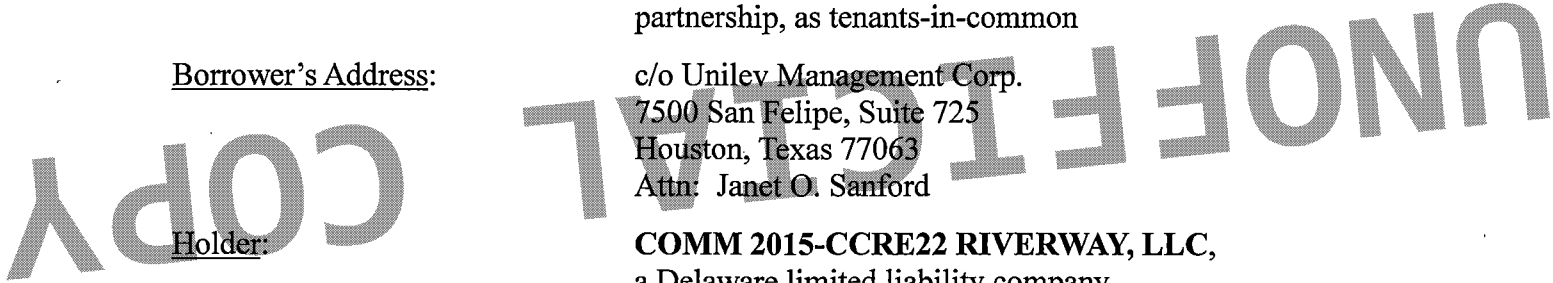
Holder's Address: c/o LNR Partners, LLC
2340 Collins Avenue, Suite 700
Miami Beach, Florida 33139

Special Servicer: LNR Partners, LLC, a Florida limited liability company¹

Special Servicer's Address: 2340 Collins Avenue, Suite 700
Miami Beach, Florida 33139

Substitute Trustees: Mark Patterson, Cameron J. Asby, Kristi Bracey, Corey Weideman, P.C., James Billingsley, Sandy Dasigenis, Jeff Leva, and Steve Leva, each of whom is an individual and may act alone or together (each a "**Substitute Trustee**")

¹ TEXAS PROPERTY CODE § 51.0025 NOTICE: Holder is currently acting by and through the Special Servicer and may be contacted at c/o the Special Servicer's address set forth herein, Attention: Mr. Dmitry Sulsky (305) 695-5099 (telephone).



Substitute Trustees' Address: c/o Duane Morris LLP
100 Crescent Court, Suite 1200
Dallas, Texas 75201
Attn: Mark L. Patterson, Esq.

Deed of Trust: Deed of Trust, Assignment of Leases and Rents and Security Agreement

Date: February 20, 2015

Grantor and Original Borrower: Riverway Holdings, L.P., South Post Oak Holdings, L.P. and Overland Riverway, L.P., each a Texas limited partnership, as tenants-in-common

Original Lender: German American Capital Corporation, a Maryland corporation

Original Trustee: James A. Johnson, an individual (who has been replaced)

Secures: Obligations under that certain Promissory Note (the "Note"), dated February 20, 2015, in the original principal amount of \$80,000,000.00 (Eighty Million and 00/100 Dollars), executed by Original Borrower, payable to the order of Original Lender and currently held by Holder, and all other indebtedness described in the Deed of Trust.

Recording: Recorded February 23, 2015, as Instrument No. 20150071706, in the Official Public Records of Harris County, Texas (the "Records"). The Deed of Trust was: (i) assigned by Original Lender to Wilmington Trust, National Association, as Trustee, for the Benefit of the Holders of COMM 2015-CCRE22 Mortgage Trust Commercial Mortgage Pass-Through Certificates ("Assignee #1"), pursuant to that certain Assignment of Deed of Trust, Assignment of Leases and Rents and Security Agreement, executed and effective as of March 25, 2015 and recorded April 28, 2015, as Instrument No. 20150175216, in the Records; (ii) modified and affirmed pursuant to that certain Memorandum of Reaffirmation Agreement, executed by and among Assignor, Original Borrower and other parties, dated to be effective as of January 14, 2020 and recorded January 15, 2020, as Instrument No. RP-2020-19461, in the Records; and (iii) assigned by Assignee #1 to Holder, pursuant to that certain Assignment of Deed of Trust, Assignment of Leases and Rents and Security Agreement and Other Loan Documents, executed as of April 2, 2024 and recorded April 5, 2024, as Instrument No. RP-2024-121383, in the Records.

Property:

All real property, improvements and personal property described as collateral in the Deed of Trust; the legal description of the real property is also, for the sake of convenience only, described in **Exhibit A**, attached hereto and made a part hereof for all purposes; however, the description of the real property, improvements and personal property in the Deed of Trust will control to the extent of any conflict or any deficiency in such description contained in this Notice of Substitute Trustee's Sale, it being the intent that the Foreclosure Sale (as defined below) will cover all property, real, personal, tangible and intangible, and all rights and appurtenances thereto, which constitutes collateral under, and described in, the Deed of Trust.

Foreclosure Sale

Date of Sale:

Tuesday, January 7, 2025

Time of Sale:

The sale of the Property will take place between the hours of 10:00 A.M. and 4:00 P.M. local time; the earliest time at which the sale will take place is 10:00 A.M., and the sale will commence within three hours of such time.

Place of Sale:

The Magnolia South Ballroom inside the Bayou City Event Center located at 9401 Knight Rd., Houston, Texas 77045 in Harris County, Texas, or if the preceding area is no longer the designated area, at the area most recently designated by the Harris County Commissioners Court.

Holder, the present owner and holder of the Note, has appointed Mark Patterson, Cameron J. Asby, Kristi Bracey, Corey Weideman, P.C., James Billingsley, Sandy Dasigenis, Jeff Leva, and Steve Leva, and each of them acting alone, as Substitute Trustees under the Deed of Trust upon the contingency and in the manner outlined by the Deed of Trust and in accordance with Chapter 51 of the Texas Property Code. One or more Events of Default have occurred pursuant to the provisions of the Deed of Trust. The indebtedness evidenced by the Note is now wholly due. Holder acting by and through Special Servicer has instructed Substitute Trustees, and each of them acting alone, to sell the Property toward the satisfaction of the Note.

The Deed of Trust may encumber both real and personal property. Formal notice is hereby given of Holder's election to proceed against and sell both the real property and any personal property described in the Deed of Trust in accordance with Holder's rights and remedies under the Deed of Trust and Section 9.604 of the Texas Business and Commerce Code.

Special Servicer is representing Holder in connection with the loan evidenced by the Note, secured by the Deed of Trust and further evidenced and/or secured by the other documents in connection therewith (collectively, the "**Loan Documents**") under a servicing agreement with Holder. The address of Special Servicer is set forth above.

Pursuant, in part, to Section 51.009 of the Texas Property Code, notice is hereby given that on the Date of Sale, Substitute Trustees, or any one of them acting alone, will offer the Property for sale at public auction at the Place of Sale, to the highest bidder for cash, in "AS IS, WHERE IS" condition, without any express or implied warranties (except as to the warranties [if any] provided for under the Deed of Trust), at the purchaser's own risk, expressly subject to any valid leases of the Property (which leases shall not terminate as a result of the Foreclosure Sale), and further expressly subject to any title matters set forth in the Deed of Trust, but prospective bidders are reminded that by law the Foreclosure Sale will necessarily be made subject to all prior matters of record affecting the Property, if any, to the extent they remain in force and effect and have not been subordinated to the Deed of Trust. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the Property. THERE WILL BE NO WARRANTY RELATING TO TITLE, POSSESSION OR QUIET ENJOYMENT OR THE LIKE FOR THE PERSONAL PROPERTY INCLUDED IN THE SALE. Holder may bid by credit against the indebtedness secured by the Deed of Trust. The Substitute Trustee conducting the Foreclosure Sale may, at his option, postpone the Foreclosure Sale for a reasonable time to permit the highest bidder (if other than Holder) to produce cash to pay the purchase price bid, and the Foreclosure Sale may be resumed if the bidder fails to produce cash to pay the purchase price within such time period, provided in any event the Foreclosure Sale shall be concluded by no later than 3:45 p.m. local time on the Date of Sale. If Holder postpones the Foreclosure Sale, notice of the date of any rescheduled foreclosure sale will be reposted and refiled in accordance with the posting and filing requirements of the Deed of Trust and the Texas Property Code.

Pursuant to Section 51.0075(a) of the Texas Property Code, the Substitute Trustee conducting the Foreclosure Sale reserves the right to set further reasonable conditions for conducting the Foreclosure Sale. Any such further conditions shall be announced before bidding is opened for the first sale of the day held by the Substitute Trustee.

Pursuant to the endorsements, assignments and/or transfers of the Loan Documents as described herein, Holder is the current owner of the Loan Documents. However, consistent with the laws of the State of Texas and the terms and provisions contained within the Loan Documents, Holder reserves the right to endorse, assign and/or transfer the Loan Documents to a third-party at any time after this Notice of Substitute Trustee's Sale has been posted in Harris County, Texas (including just prior to the Foreclosure Sale). You may contact Mr. Dmitry Sulsky with the Special Servicer (at the telephone number provided herein) to determine whether Holder has endorsed, assigned and/or transferred the Loan Documents to a third-party and, if it has, to obtain the name, address and other contact information of the successor holder of the Note.

[END OF TEXT – SIGNATURE AND ACKNOWLEDGMENT PAGE FOLLOWS]

FILED 12/11/2024 12:06:06 PM FRCL-2024-6706 TENESHIA HUDSPETH, COUNTY CLERK, HARRIS COUNTY, TEXAS

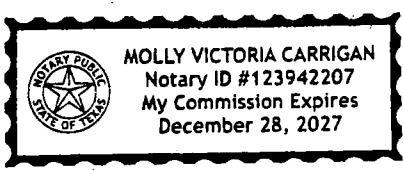
Mark Patterson

MARK PATTERSON,
As Substitute Trustee

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

Before me, Molly Carrigan, Notary Public, on this day personally appeared Mark Patterson, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 10th day of December, 2024.



Molly Victoria Carrigan
Notary Public, State of Texas
Print Name: Molly Victoria Carrigan
My Commission Expires: 12/28/2027

[AFFIX NOTARY STAMP ABOVE]

After filing return to:
DUANE MORRIS LLP
100 Crescent Court, Suite 1200
Dallas, Texas 75201
Attn: Mark Patterson, Esq.
Office: (214) 257-7200
Fax: (214) 257-7201